

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 4 PAGE(S)	
1 DATE OF ORDER 07/17/2018		2 ORDER NUMBER 47QLA18F0178		3 CONTRACT NUMBER GS00Q17GWD2100		4 ACT NUMBER A21917282	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 285F	ORG CODE Q05FA000	B/A CODE AA20	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE AF151	C/E CODE H08	PROJ /PROS NO	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT /CRFT	AI	LC	DISCOUNT	
7 TO: CONTRACTOR (Name, address and zip code) (b) (4) QIVLIQ COMMERCIAL GROUP, LLC 13873 PARK CENTER RD STE 400N HERNDON, VA 20171-3271 United States (b) (4) 0				8 TYPE OF ORDER B DELIVERY		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract			
				C MODIFICATION NO 000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A EMPLOYER'S IDENTIFICATION NUMBER (b) (4)			9B CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged		
10A CLASSIFICATION UnknownType UnknownType SmallBusinessClass				10B TYPE OF BUSINESS ORGANIZATION C Corporation			
11 ISSUING OFFICE (Address, zip code, and telephone no.) Lisa A ODonnell 1710 CORPORATE CROSSING O FALLON, IL 62269-3734 United States 618-210-4510		12 REMITTANCE ADDRESS (MANDATORY) QIVLIQ COMMERCIAL GROUP, LLC 13873 PARK CENTER RD STE 400N HERNDON, VA 20171-3271 United States		13 SHIP TO(Consignee address, zip code and telephone no.) Donnie Harp 203 West Losey Street Scott AFB, IL 62225-0000 United States (618) 229-6672			
14 PLACE OF INSPECTION AND ACCEPTANCE Donnie Harp 203 West Losey Street Scott AFB, IL 62225-0000 United States			15 REQUISITION OFFICE (Name, symbol and telephone no.) Lindsey J Mitchell GSA Region 05 1734 Corporate Crossing, Suite 2 OFallon, IL 62269-3734 United States 618-206-5217				
16 F O B POINT Destination		17 GOVERNMENT B/L NO		18 DELIVERY F O B POINT ON OR BEFORE 07/17/2019		19 PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0 00 % 0 DAYS / 0 00 % 0 DAYS	
<p align="center"><b>20. SCHEDULE</b></p> <p>Project Title: Enterprise Core Services (ECS) Migration Support Services  Task Order RFQ #: ID05180033  Contract Type: Firm-Fixed-Price/Other Direct Costs  Funding Reference: F2BDCK8150G001  Requiring Activity: United States Air Force Network Integration Center (AFNIC)  Contractors: Qivliq Federal Group (QFG)  STARS II Contract Number: GS00Q17GWD2100  NAICS Code: 541519 ; Other Computer Related Services  Product Service Code: D308 ; IT and Telecom - Programming  Inherently Governmental Functions Code: IGF::OT::IGF for Other Functions</p> <p>1 CONTRACT AWARD</p> <p>This is the award of a Task Order for Enterprise Core Services (ECS) Migration Support services under STARS II contract GS00Q17GWD2100</p> <p>2 ITEM OR SERVICE DESCRIPTION</p> <p>The Contractor shall furnish the services as outlined in the Performance Work Statement (PWS) and the Contractor submitted quotation referenced in Paragraph 4, below</p> <p>3 PERIOD OF PERFORMANCE</p> <p>The period of performance of this task order is as follows:</p>							

Base Period: July 18, 2018 & July 17, 2019  
Option year 1: July 18, 2019 & July 17, 2020

#### 4 INCORPORATED DOCUMENTS

The quotation submitted by QFG dated June 19, 2018 and as revised July 5, 2018 is incorporated into this Task Order by reference. The RFQ, referenced above (including the Task Order PWS, DD 254, QASP, and any other attachments), is also incorporated into this award by reference. The Contractor shall comply with the provisions of the STARS II contract upon which it is based.

#### 5 LABOR RATES AND OPTIONAL TASK PRICING

The Contractor shall perform at the proposed and accepted labor rates, as set forth in the Contractor's quote, which are incorporated into this award document by reference. CLIN 0004, optional labor surge is an optional task that must be exercised prior to performance. Labor rates have been negotiated; however, the labor mix will be added via modification if exercised.

#### 6 FUNDING

This task order is funded to the total amount shown below. These funds are allocated as follows:

Base Period & \$1,437,652.81 of \$1,661,250.19 funded, \$223,597.38 unfunded

Funding Reference: MIPR# F2BDCK8150G001

#### 7 GOVERNMENT FURNISHED ITEMS

Government furnished items will be in accordance with PWS Section C 5.0

#### 8 CONTRACT MONITORING

This contract will be monitored in accordance with the Quality Assurance Surveillance Plan (QASP) that was provided as an attachment to the RFQ and is incorporated by reference into this task order.

#### 9 POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers

Ms. Lisa O'Donnell  
Contracting Officer  
U.S. General Services Administration  
Federal Acquisition Service, Great Lakes Region  
Contracting Division  
1734 Corporate Crossing, Suite 2  
O'Fallon, IL 62269  
Office Phone: (618) 206-5222  
lisa.odonnell@gsa.gov

GSA Project Manager  
Ms. Lindsey Mitchell  
Project Manager  
U.S. General Services Administration  
Federal Acquisition Service, Great Lakes Region  
Assisted Acquisition Service Division  
1734 Corporate Crossing Suite 2  
O'Fallon, IL 62269  
Office Phone: 618-206-5217  
lindsey.mitchell@gsa.gov

Contractor Point of Contact

(b) (4)

#### 10 CONTRACTING OFFICER AUTHORIZATION

No notice, communication, or representation in any form or from any person other than the Contracting Officer, shall affect the price or amount allotted by the Government to this contract. In the absence of the specified notice issued by the Contracting Officer, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

The Contracting Officer is the only person authorized to make changes to the contract on behalf of the Government. Any changes to the contract must be made in writing by the Contracting Officer as a modification to the contract.

#### 11 ADDITIONAL INFORMATION

For additional information about this contract refer to GSA website <http://it-solutions.gsa.gov> or call the contact Contracting Officer referenced in Section 9 above.

#### 12 INVOICE AND PAYMENT INFORMATION

THE FOLLOWING PROCEDURES MUST BE FOLLOWED TO ENSURE TIMELY PAYMENT:

The contractor shall provide a monthly invoice to be submitted simultaneously with the monthly status report no later than the 15th work day of the month following the monthly reporting period. The monthly reporting period shall be based on the calendar month. The contractor invoice shall have separate line items for monthly labor and travel (if utilized).

The contractor shall submit the invoices and supporting documents, through ITSS simultaneously with the monthly status report (as an acceptance item) to allow the client and the Contracting Officer Representative (COR) to electronically accept and certify services received by the client representative. The contractor is authorized to invoice only for the services and travel ordered by GSA and provided in direct support of the client's project requirements. For technical questions regarding ITSS, please contact the ITSS Help Desk at 1-877-243-2889. For issues concerning payments contact GSA Ft. Worth at 1-817-978-2408.

#### 13 PAYMENT OBLIGATIONS

The Government's payment obligations under this task order are limited by the available funds

#### 14 CLAUSES INCORPORATED BY REFERENCE

FAR 52 232-18, Availability of Funds (Apr 1984)  
FAR 52 232-33, Payment by Electronic Funds Transfer & System for Award Management (Jul 2013)  
DFARS 252 201-7000, Contracting Officer's Representative (Dec 1991)  
DFARS 252 203-7000, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)  
DFARS 252 203-7002, Requirement to Inform Employees of Whistleblower Rights (Sep 2013)  
DFARS 252 204-7000, Disclosure of Information (Oct 2016)  
DFARS 252 204-7003, Control of Government Personnel Work Product (Apr 1992)  
DFARS 252 204-7005, Oral Attestation of Security Responsibilities (Feb 2014)  
DFARS 252 204-7009, Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)  
DFARS 252 204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)  
DFARS 252 204-7015, Disclosure of Information to Litigation Support Contractors (May 2016)  
DFARS 252 205-7000, Provision of Information to Cooperative Agreement Holders (Dec 1991)  
DFARS 252 211-7007, Reporting of Government-Furnished Property (Aug 2012)  
DFARS 252 223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014)  
DFARS 252 223-7008, Prohibition of Hexavalent Chromium (June 2013)  
DFARS 252 225-7012 Preference for Certain Domestic Commodities (Dec 2017)  
DFARS 252 225-7048, Export Controlled Items (June 2013)  
DFARS 252 226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Sep 2004)  
DFARS 252 232-7003, Electronic Submission of Payment Requests and Receiving Reports (Jun 2010)  
DFARS 252 232-7010, Levies on Contract Payments (Dec 2006)  
DFARS 252 237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)  
DFARS 252 237-7023, Continuation of Essential Contractor Services (Oct 2010)  
DFARS 252 239-7000, Protection Against Compromising Emanations (Jun 2004)  
DFARS 252 239-7001, Information Assurance Contractor Training and Certification (Jan 2008)  
DFARS 252 239-7010, Cloud Computing Services (Oct 2016)  
DFARS 252 243-7001, Pricing of Contract Modifications (Dec 1991)  
DFARS 252 243-7002, Requests for Equitable Adjustment (Dec 2012)  
DFARS 252 244-7000, Subcontracts for Commercial Items (Jun 2013)  
DFARS 252 245-7001, Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)  
DFARS 252 245-7002, Reporting Loss of Government Property (Dec 2017)  
DFARS 252 245-7003, Contractor Property Management System Administration (Apr 2012)  
DFARS 252 245-7004, Reporting, Reutilization, and Disposal (Dec 2017)  
AFFARS 5352 204-9000, Notification of Government Security Activity and Visitor Group Security Agreements (Oct 2017)  
AFFARS 5352 223-9001, Health and Safety on Government Installations (Nov 2012)  
AFFARS 5352 223-9000, Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012)  
AFFARS 5352 242-9000, Contractor Access to Air Force Installations (Nov 2012)  
AFFARS 5352 242-9001, Common Access Cards (CAC) for Contractor Personnel (Nov 2012)  
GSAM 552 219-74, Section 8(a) Direct Award (Sep 1999)

#### 15 CLAUSES INCORPORATED IN FULL TEXT

FAR 52 217-7, Option for Increased Quantity-Separately Priced Line Item (Mar 1989)  
(Applies to CLIN 0004 Only)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days; notice and before expiration of the task order. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

FAR 52 217-9, Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

FAR 52 252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov>

DFARS 252 232-7007 Limitation of Government's Obligation (Apr 2014)

(a) Contract line item 0007 is incrementally funded. For this item, the sum of \$45,676.49 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to

continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract

\$46,676.49 July 17, 2018

\$223,597.38 Prior to September 30, 2018

End of Award Text

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
T00001	Base Year	1	lot	\$1,437,652.81	\$1,437,652.81
21 RECEIVING OFFICE (Name, symbol and telephone no.) AFNIC, (618) 229-5433					<b>TOTAL</b> <b>From</b> <b>300-A(s)</b>
22 SHIPPING POINT Specified in QUOTE				23 GROSS SHIP WT	<b>GRAND TOTAL</b> <b>\$1,437,652.81</b>
24 MAIL INVOICE TO: (Include zip code)  General Services Administration (FUND) The contractor shall follow these <a href="#">Invoice Submission Instructions</a> . The contractor shall submit invoices electronically by logging into the ASSIST portal ( <a href="https://portal.fas.gsa.gov">https://portal.fas.gsa.gov</a> ), navigating to the appropriate order, and creating the invoice for that order. For additional assistance contact the ASSIST Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).				25A FOR INQUIRIES REGARDING PAYMENT CONTACT: GSA Finance Customer Support	25B TELEPHONE NO 816-926-7287
				26A NAME OF CONTRACTING/ORDERING OFFICER/(Type) Lisa A ODonnell	26B TELEPHONE NO 618-210-4510
				26C SIGNATURE Lisa A ODonnell 07/17/2018	
GENERAL SERVICES ADMINISTRATION				1. PAYING OFFICE	GSA FORM 300 (REV 2-93)